

OFFICE OF THE GENERAL COUNSEL

MEMORANDUM GC 95-10

June 20, 1995

TO: All Field Employees and All Headquarters Employees  
in the Office of the General Counsel

FROM: Fred Feinstein, General Counsel

SUBJECT: Partnership Agreement to Upgrade Professional Employees

Following the agreement of the partnership to upgrade the attorney and field examiner positions in the Agency to GS-14 and GS-13, respectively, the memberships of NLRBU and the NLRBPA have now both ratified the agreement and we are beginning the implementation process. The first group of attorneys and field examiners will be upgraded under the terms of the agreement effective July 9, 1995 - the first pay period after July 1. A copy of the Agreement is attached.

I am very pleased that the partnership tackled this issue and recognized that it would be of significant benefit to the Agency and of significant benefit to the affected employees to raise the compensation and recognition level for these experienced professional employees. I personally believe that our experienced employees, supervisors and managers, whose careers are dedicated to public service often at the economic expense of foregoing more lucrative private employment, are the best in government. I also believe that our mission is as vital today as it was 60 years ago and that through the dedicated hard work of all of the Agency's employees, we are providing the American public the necessary framework to ensure all of our citizens fair and equitable treatment in the workplace in the context of a free enterprise economy. This would not occur but for your commitment to public service with this Agency. You can each take personal pride in your choice of careers and you have my deepest thanks for your ongoing, tireless efforts.

I also want to recognize and thank each member of the Partnership Council and Labor Relations Officer and Administrative Assistant to the Partnership Glenda F. Johnson for achieving this fine result. The members are Frank V. Battle, B. Allan Benson, Mary Joyce Carlson, Beverly F. Druitt, John H. Ferguson, Miguel Gonzalez, Norman Graber, Aleck Halvorsen, Lew Harris, Rosemary Pye, N. Jeannie Samuels, Margot J. Sauers, David Seddelmeyer, Lafe E. Solomon, and Henrik M. Sortun.

F. F.

Attachments

cc: NLRBU

MEMORANDUM GC 95-10

# **Agreement of the NLRB Partnership Regarding the Upgrade of Attorneys and Field Examiners**

Whereas increased levels of difficulty and complexity of work, and increased levels of flexibility, responsibility and accountability of employees need to be properly recognized in position descriptions, pay comparability, streamlining and other NPR initiatives; and

whereas the Partnership has determined to resolve all outstanding and potential litigation of issues related to equal pay for equal work, which litigation would be extremely costly in terms of employee morale, litigation time, litigation expense and potential remedial liability;

The Partnership hereby enters into this Agreement.

## **Section 1. General.**

The full performance level for attorneys in the field and at headquarters will be raised from GS-13 to GS-14 consistent with the other provisions and time frames of this Agreement.

The full performance level for labor management relations examiners in the field will be raised from GS-12 to GS-13 consistent with the other provisions and time frames of this Agreement.

## **Section 2. Time Frame.**

The upgrade of attorneys and examiners (herein referred to jointly as employees), who, based upon time and performance requirements, are eligible and qualified for promotion to the GS-14 and GS-13 level respectively, shall be achieved over a phase-in period beginning on July 1, 1995 and ending on July 1, 1997. The phase-in shall consist of the upgrade of 3 groups of employees - one group each on July 1 of each of the years 1995, 1996 and 1997<sup>1</sup>. The phase-in for the field employees, the Headquarters GC-side attorneys and the Headquarters Board-side attorneys are dealt with separately below.

(a). Field Employees. (The following distribution was derived from a formula under which the limitation on the number of expert level positions for field professional unit staff approximately increases to 50 percent of the total staff on

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<sup>1</sup> Although for ease of reference, July 1 dates are noted for upgrades, the actual date of promotion under this Agreement shall be the first day of the actual pay period beginning on or after each July 1.

July 1, 1995, 75 percent on July 1, 1996 and all limitations on the number of these positions will be removed on July 1, 1997.)

On July 1, 1995, all field examiners and field attorneys, who are on the applicable roster of eligibles for expert positions with a date of eligibility on said rosters of 10/26/88 or earlier, will be reclassified to the GS-13 and 14 level, respectively. Said employees will be reclassified in their order on the rosters without regard to any asterisks or double asterisks.

On July 1, 1996, budget permitting (see Section 3 below), all field examiners and field attorneys, who are on the applicable roster of eligibles for expert positions with a date of eligibility on said rosters of 9/30/94 or earlier, will be reclassified to the GS-13 and 14 level respectively. Said employees will be reclassified in the order on the rosters without regard to any asterisks or double asterisks.<sup>2</sup>

On July 1, 1997, budget permitting (see Section 3 below), all remaining field examiners and field attorneys, who are on the applicable roster of eligibles for expert positions, will be reclassified to the GS-13 and 14 level respectively.

Employees on the rosters of eligibles who are already at the GS-13 and 14 level due to being classified as a District Specialist will not be counted against the numbers to be promoted as set forth above. Those individuals, when they would otherwise be reclassified under this agreement, may elect to remain a District Specialist or be reclassified to a field examiner or field attorney position as applicable.

(b) Headquarters General Counsel Attorneys. On July 1, 1995, the limitation on the number of GS-14 attorney positions for the Division of Advice, the Office of Appeals, and the Appellate Court/Contempt/Special Litigation/Supreme Court Branches will rise from the 35% to 50% of the total number of attorneys per staff (each pool computed separately).

Budget permitting, (see Section 3 below), the limitation will rise to 75% on July 1, 1996, and all limitations on the number of these positions will be removed on July, 1, 1997.

On July 1, 1995, selection from among the Group I attorneys eligible for promotion shall be made in accordance with past practice, except that where

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<sup>2</sup> The cutoff dates of 10/26/88 and 9/30/94 for 1995 and 1996, respectively, result in the number of promotions expected to be made based upon the entries on the January 23, 1995 rosters. It is recognized that by July 1 of 1995 and 1996, employees currently on the rosters may attrit off the rosters. In the event such attrition, when combined with the dates noted above, would result in fewer promotions than currently intended, additional employees will be promoted in the order listed on the rosters until the intended number of promotions is reached (62 for 1995 and 139 for 1996).

seniority is a factor it shall be measured by time in grade as a GS-13 with the Agency.

On July 1, 1996, budget permitting (see Section 3 below), selection for promotion from among the Group I attorneys eligible for promotion shall be based on seniority measured by time in grade as a GS-13 with the Agency.

On July 1, 1997, budget permitting (see Section 3 below), all remaining GS-13 attorneys who have satisfied the time-in-grade requirement and have been rated qualified for promotion will be upgraded to GS-14.

(c) Headquarters Board Attorneys. No upgrades will occur on July 1, 1995 under this agreement for attorneys on the staffs of the Board Members or in the Office of Representation Appeals, since the number of GS-14 attorneys on those staffs already exceeds 50 percent of the total number of attorneys per staff.

On July 1, 1996, budget permitting (see Section 3 below), the limitation on the number of GS-14 attorneys for each of the Board Members staffs and the Office of Representation Case Appeals staff will rise to 75 percent of the total number of attorneys in each of those offices.

On July 1, 1997, budget permitting (see Section 3 below), all limitations on the number of these positions will be removed.

### **Section 3. Budgetary Considerations.**

It is the intent of the parties that the upgrade of the attorneys and field examiners to the GS-14 and 13 levels, respectively, under this agreement be one of the highest priorities. Accordingly, although the agreement to promote these employees in Fiscal Years 1996 and 1997 is conditioned upon "budget permitting"<sup>3</sup>, the General Counsel and the Board are committed to carrying out these promotions except under the most dire budgetary circumstances. In the event that the budget does not permit the promotion of employees in Fiscal Years 1996 or 1997, this agreement shall be reopened and the Partnership shall further address the issue.

### **Section 4. Career Ladder and Promotion Progression.**

(a) General. A new career ladder for field examiners, field attorneys and attorneys in Headquarters will be phased in from July 1, 1995 to July 1, 1997 as described below.

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<sup>3</sup> In the event that the Agency's appropriation for Fiscal Year 1996 is enacted at the requested amount of approximately \$181 million, the Fiscal Year 1996 promotions under this agreement will be effected.

The current career ladder for field examiners, field attorneys and attorneys in Headquarters has a full performance level of GS-12, GS-13 and GS-13, respectively. The new career ladder for field examiners shall be changed so as to include the position of GS-13 as the final step in the career ladder. The new career ladder for attorneys in the field and in Headquarters shall be changed so as to include the position of GS-14 as the final step in the career ladder.

As described below, the time-in-grade requirement for promotion, absent accelerated promotion, shall increase through a phase-in: for field examiners (GS-12 to GS-13) to 24 months; and for field attorneys and Headquarters attorneys (GS-13 to GS-14) to 36 months.

(b) Field Attorneys.:

Group I. Group I consists of all GS-13 field attorneys promoted to the GS-13 level on or before July 1, 1995. Group I is subject to the current system for reclassification to the GS-14 level up through July 1, 1997 (including a 24 month time-in-grade requirement for reclassification from GS-13 to GS-14). Group I attorneys who are not promoted to GS-14 under the terms of this Agreement by July 1, 1997 (i.e., because they do not meet the performance requirements for reclassification) shall be subject to the new GS-14 career ladder system thereafter.

Group II. Group II consists of all field attorneys who enter on duty on or before July 1, 1995 and who are not in Group I. Group II is subject to the new GS-14 career ladder and its promotion criteria, except that the time-in-grade requirement for promotion from GS-13 to GS-14 is 30 months.

Group III. Group III consists of all field attorneys who enter on duty after July 1, 1995. Group III is subject to the new GS-14 career ladder and its promotion criteria, including the 36 month time-in-grade requirement for promotion from GS-13 to GS-14.

(c) Field Examiners.

Group I. Group I consists of all GS-12 field examiners promoted to the GS-12 level on or before July 1, 1995. Group I is subject to the current system for reclassification to the GS-13 level up through July 1, 1997 (including a 16 month time-in-grade requirement for reclassification from GS-12 to GS-13). Group I examiners who are not promoted to GS-13 under the terms of this Agreement by July 1, 1997 (i.e., because they do not meet the performance requirements for reclassification) shall be subject to the new GS-13 career ladder system thereafter.

Group II. Group II consists of all field examiners who enter on duty on or before July 1, 1995 and who are not in Group I. Group II is subject to the new GS-13 career ladder and its promotion criteria, except that the time-in-grade requirement for promotion from GS-12 to GS-13 is 20 months.

Group III. Group III consists of all field examiners who enter on duty after July 1, 1995. Group III is subject to the new GS-13 career ladder and its promotion criteria, including the 24 month time-in-grade requirement for promotion from GS-12 to GS-13.

(d) Headquarters General Counsel Attorneys.

Group I. Group I consists of all attorneys who are at the GS-13 level on or before July 1, 1995. To be reclassified to the GS-14 level up through July 1, 1997, Group I attorneys must satisfy existing time-in-grade requirements and be rated qualified for promotion to GS-14 on their annual appraisal. ("Qualified for promotion" means that the attorney has demonstrated the ability to perform work at the GS 14 level with minimum supervision.) Group I attorneys not rated qualified for promotion by July 1, 1997 shall be subject to the new GS-14 career ladder system thereafter (see Section 5).

Group II. Group II is comprised of all attorneys who enter on duty on or before July 1, 1995, who are not in Group I. Group II attorneys are subject to the new GS-14 career ladder and its promotion criteria, except that the time-in-grade requirement for promotion from GS-13 to GS-14 is 30 months.

Group III. Group III consists of all attorneys who enter on duty after July 1, 1995. Group III is subject to the new GS-14 career ladder and its promotion criteria. The time-in-grade requirement for promotion from GS-13 to GS-14 is 36 months.

(e) Headquarters Board Attorneys.

Group I. Group I consists of all attorneys who enter on duty on or before July 1, 1995. Group I is subject to the current system for reclassification to the GS-14 level (including a 24 month time-in-grade requirement for promotion from GS-13 to GS-14).

Group II. Group II consists of all attorneys who enter on duty after July 1, 1995. Group II is subject to the new GS-14 career ladder and its promotion criteria, including the 36 month time-in-grade requirement for promotion from GS-13 to GS-14.

## **Section 5. New GS-13 and GS-14 Career Ladders.**

The new career ladders for field examiners and attorneys which are effective, as applicable, for the groups described above include:

(a) The position of GS-13 senior field examiner shall be the top position in the career ladder for field examiners.

(b) The position of GS-14 senior field attorney shall be the top position in the career ladder for field attorneys.

(c) The position of GS-14 senior attorney shall be the top position in the career ladder for Headquarters attorneys.

(d) Fully Successful Rating.

(1) For field examiners and field attorneys who are at the GS-12 and GS-13 level, respectively, the definition of the Fully Successful performance standard shall be:

In the performance of the basic requirements of the position, the incumbent's demonstration of the knowledge, skills and abilities set forth in Critical Element \_\_\_ consistently fulfills the normal requirements of the position.

(2) For headquarters General Counsel-side attorneys who are at the GS-13 level, the definition of the Fully Successful performance standard shall be:

Performance which is of good quality. In the performance of the basic requirements of the position, the incumbent's demonstration of the knowledge, skills and abilities set forth in Critical Element \_\_\_ fully meets the requirements of the position.

(3) For headquarters Board-side attorneys who are at the GS-13 level, the definition of the Fully Successful performance standard shall be:

Performance of good quality and production of expected quantity of work on schedule.

(e) Linkage for Promotion.

(1) In order for a field examiner or an attorney to be promoted to GS-13 and GS-14, respectively, the employee must receive, in their most current performance appraisal, a rating of Fully Successful or higher in all critical elements.

(2) In addition to meeting the above minimum performance rating requirement, the employee must demonstrate the ability to perform the work at the next higher level and perform with a minimum of supervision.

(f) Existing Promotion Policies. Except as modified herein, existing provisions of Agency regulations, policies and procedures concerning promotion and related matters, and those contained in applicable collective-bargaining agreements remain in effect.

## **Section 6. New Position Descriptions.**

New position descriptions (attached hereto as Appendices A and B, respectively) have been issued for the positions of GS-13 Labor Management Relations Examiner and GS-14 Field Attorney to reflect the full range, difficulty and complexity of work, and the increased flexibility, responsibility and accountability of employees, consistent with reinvention and streamlining principles. These position descriptions will be effective for all GS-13 field examiners and all GS-14 field attorneys as of July 1, 1995.

## **Section 7. Settlement of All Claims.**

By entering into this Agreement the General Counsel, the Board, the NLRBU (on behalf of itself and all past, present and future employees employed in the collective-bargaining unit for which it is the exclusive collective-bargaining representative, to the extent permitted by law) and the NLRB Professional Association (on behalf of itself and all past, present and future employees employed in the collective bargaining unit for which it is the exclusive collective-bargaining representative, to the extent permitted by law) agree that all past, present and future claims of any type whatsoever concerning equal pay for equal work, the failure to promote or improper classification of field examiners and attorneys at the GS-12 and GS-13 levels respectively based on the limitations on the number of GS-13 and 14 positions available which were either in effect prior to the implementation of this agreement or those which phase out the limitations under this agreement, including but not limited to grievances and arbitration, are fully and completely settled and satisfied; and that no backpay, attorneys' fees or compensation of any type beyond the agreement to upgrade employees as set forth herein is due with regard thereto. If this Agreement is not fully implemented for budgetary reasons or is breached by the Agency, the waiver of all past, present and future claims described above remains fully applicable for employees upgraded to the GS-13 field examiner position or GS-14 attorney position, as applicable; and the waiver remains fully applicable for employees who would have been upgraded under this Agreement except for their failure to meet the necessary performance standards and



linkage for promotion;<sup>4</sup> but the waiver is not applicable to those employees who were not upgraded solely because of the failure to implement this agreement insofar as they may raise claims based solely on the premise that they are performing higher graded work than they are being compensated for. In addition to this provision, the NLRBU and the General Counsel have executed a settlement agreement which fully incorporates this agreement and which fully and completely resolves the equal pay for equal work grievance pending before the FLRA on exceptions to the Arbitrator's decision and award.

The parties agree that in the event that the NLRBU and the NLRBPA both take the position that this agreement has been breached, the NLRBU and the NLRBPA agree to consolidate all existing, concurrent claims for arbitration in accord with procedures set forth below. In the event that the second union claiming breach does so after an arbitrator has been selected to hear the first union's claim but before the arbitration hearing has begun, the arbitrator selected by the first union and the Agency will not be used unless the second union agrees. Absent such agreement, the parties will select a new arbitrator in accord with the procedures in this agreement for selection of an arbitrator. (The NLRBU and the General Counsel have agreed to additional procedures applicable to them in the Settlement Agreement of the Equal Pay for Equal Work grievance). More specifically, the union(s) will notify the Agency within 30 days of knowledge of the alleged breach. If there is a dispute regarding the existence of a breach of this agreement, the parties agree to arbitrate the issue in an expedited proceeding. Within five days of notice to the Agency of the allegation that this Agreement has been breached, the union(s) will seek a list of 5 arbitrators from Federal Mediation and Conciliation Service with appropriate federal sector experience, who will commit to issuing a decision and award within 30 days of the closing of the record. Within 10 days of receiving the list, the parties will either mutually agree on an arbitrator or be prepared to strike names so that the arbitrator will be timely selected. For the purposes of striking, the NLRBU and the NLRBPA will act as one party. The parties will toss a coin to determine who strikes first. Thus, the Agency will strike one name and the NLRBU/NLRBPA will jointly strike a name. The parties will then attempt to set the arbitration within 60 days of the selection of the arbitrator. The arbitrator's decision is final and binding with respect to whether there was a breach of this agreement and all parties waive their respective right to file exceptions to the decision on that specific issue. If the NLRBPA or the NLRBU seek an appropriate remedy to a breach and the arbitrator decides that issue, the parties reserve the right to file exceptions to the remedy issue. By seeking, as part of the arbitrator's decision, that the arbitrator determine the appropriate remedy, the NLRBU elects not to re-activate its grievance over equal pay for equal work in accord with its aforementioned settlement and the NLRBPA elects not to file any other claim or grievance over any claim concerning equal pay for equal work, the failure to promote, or the improper

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<sup>4</sup> This agreement does not waive an employee's right to contest the Agency's determination that s/he has not met the necessary performance standards and linkage for promotion. An alleged failure to promote individuals based on failure to meet performance standards and linkage for promotion is not a breach within the meaning of this agreement.

classification of attorneys at the GS-13 level who were not upgraded solely because of the failure to implement this agreement. The Agency agrees not to raise as a defense that any provisions of this agreement are not mandatory subjects of bargaining. The time deadlines, notice requirements and procedures set forth above are also applicable in the event only one of the unions seeks to arbitrate the issue of breach.

## **Section 8. District Specialists and Inter-regional Casehandling.**

(a) District Specialists. GS-13 field examiner district specialists and GS-14 attorney district specialists are currently carried on the rosters of eligibles in the order they were originally rated ready for reclassification to the expert GS-13 and GS-14 positions respectively. As noted above in Section 2(a), as those individuals are reached for promotion under this agreement, they may elect to remain a district specialist or be reclassified to a field examiner or field attorney position, as applicable.

(b) New Position Descriptions. As there remains a need for employees to perform work as specialists on details from one Region to another, and as this type of assignment provides appropriate support for the decision of the partnership to upgrade the field employees as set forth herein, the position descriptions for GS-13 field examiner and GS-14 field attorney (attached as Appendices A and B) include the following duties:

This position is located in a Region of the NLRB. Incumbent serves both as field (attorney)(examiner) in the Region and as a specialist field (attorney)(examiner) for other Regions of the NLRB. Duties and responsibilities and special conditions and requirements of this position are as follows:

(1) Incumbent may be required to serve as a senior specialist on detail to various Regions to meet special caseload and staffing needs. Duties and responsibilities when on detail are normally those of a senior field (attorney)(examiner). However, incumbent is subject to any assignment within the full range of field (attorney)(examiner) work as required to meet the particular emergency needs of the assisted Region.

(2) Details will be coordinated by the Division of Operations-Management. While on detail, the incumbent will be under the supervision and control of the Region to which assigned.

(c) Memorandum of Understanding. The General Counsel and the NLRB Union have entered into a Memorandum of Understanding concerning the use of GS-13 field examiners and GS-14 field attorneys for inter-regional details as described above. That Memorandum of Understanding is attached and incorporated herein as Appendix C.

Date \_\_\_\_\_  
William B. Gould IV, Chairman

Date \_\_\_\_\_  
Fred Feinstein, General Counsel

Date \_\_\_\_\_  
Henrik M. Sortun, President, NLRBU

Date \_\_\_\_\_  
Beverly F. Druitt, President, NLRBPA

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The General Counsel and The National Labor Relations Board Union**  
**Concerning the Upgrade of Field Examiner and Field Attorney Positions**  
**and Inter-Regional Casehandling Details**

The General Counsel of the National Labor Relations Board (Agency) and the National Labor Relations Board Union (NLRBU) enter into this Memorandum of Understanding (MOU) as part of the "Agreement of the NLRB Partnership Regarding the Upgrade of Attorneys and Field Examiners" (Agreement). The purpose of the MOU is to modify the existing procedures regarding District Specialist positions and to establish procedures so that the Agency can efficiently respond to field office casehandling needs by assigning Board agents from any Region to handle cases in another Region on a temporary basis.<sup>5</sup>

1. GS-13 Field Examiners and GS-14 Field Attorneys.

(a) The parties recognize that the upgrading of the professionals over a phase-in period between July 1, 1995 and July 1, 1997 will likely result in a reduction in the number of District Specialists. The parties also recognize the Agency's need to have flexibility to meet operating needs in all Regions by, among other things, assigning Board agents from one Region to another Region on a temporary basis. Therefore, in implementing the new position description for GS-13 field examiners and GS-14 field attorneys, the parties agree to the following procedures:

(1) Consistent with the other provisions of this MOU, all GS-14 field attorneys and GS-13 field examiners can be detailed for up to 60 days every two fiscal years to offices and locations outside of their own Regions without resort to the procedures set forth in the collective-bargaining agreement between the General Counsel and the NLRBU covering field professional employees (the collective-bargaining agreement)<sup>6</sup>.

(2) The Agency will determine the classification of employees to be detailed and the Region and/or office from which details will be chosen. Management will make a good faith attempt to equitably distribute such assignments among the Regions consistent with operating needs. Management may exclude from consideration

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<sup>5</sup> This MOU supersedes the field collective bargaining agreement to the extent inconsistent therewith.

<sup>6</sup> However, Article 35, Section 7 on "notice to employees, Section 8 on "dual lodging" and Section 9 on "home trips" will apply.

employees with a rating of less than fully successful in any critical element.

(3) The determination by the Agency as to which employee(s) to select for details, including its good faith attempt to equitably distribute such assignments among the Regions consistent with operating needs, shall not be subject to the grievance/arbitration procedure of the collective-bargaining agreement except for an allegation that such determination(s) are:

(A) in violation of Article 4, Sections 2, 5 or 12 of the collective bargaining agreement; or

(B) based on arbitrary or unreasonable considerations.

(4) The Agency will provide the NLRBU with ongoing notice of its use of employees for interregional details under the MOU. The Agency will consult, upon request, with the NLRBU over issues and concerns regarding the implementation of the MOU, but such consultation will not require any delay in the selection and assignment of individual interregional casehandling details.

(5) Regional Directors and the NLRBU local unions (the local parties) may establish the manner in which employees are selected for details from within the designated offices and classifications. The local parties should be guided by the principles of volunteerism, seniority, equity, nondiscrimination and operating needs. In the event the local parties have not established a procedure, the following shall apply, to the extent consistent with operating needs: use of field attorneys or field examiners for details from within a particular office will be from among volunteers before nonvolunteers; and selections from among volunteers shall be on the basis of seniority and from among nonvolunteers on the basis of inverse seniority.

(6) The parties recognize that there may be appropriate reasons to accommodate employees and excuse them from serving a detail at a particular time or, in some cases, from serving at all. The evaluation of such reasons should be strictly construed to allow the responsibility for serving details to be shared as equitably as possible by all eligible employees. This evaluation should be undertaken by the local parties. If the local parties determine that an employee should be excused from a detail under this provision, such determination is to be

communicated to the national parties in order to ensure consistency among Regions through a monitoring process. In the event that agreement cannot be reached by the applicable local parties, that decision will be made by the national parties. In the event that agreement cannot be reached between the national parties, that decision will be made by the Division of Operations-Management, subject to the limitations of paragraph 1(a)(3) of this MOU. Due regard for the privacy rights of employees will be maintained.

(7) The detail of any employee totaling more than 60 days per 2-fiscal year period will be subject to the provisions of the collective-bargaining agreement.

(8) The term detail as used in this MOU and the collective-bargaining agreement does not include individual case assignments and intra-Regional (i.e., Regional Office or Subregional assignments within the same Region) casehandling matters, but it rather refers to those situations in which an employee is temporarily assigned to a different duty station for a specific period of time, normally 30 days or longer. (See Article 35, footnote 58 of the collective-bargaining Agreement).

(b) The Agency and the NLRBU have delegated certain rights and obligations under the Partnership Agreement to the Regional Directors and Officers-in-Charge and Local Unions of the NLRBU (local partnerships). To the extent that the local parties establish local partnerships they are encouraged to use the local partnership to develop procedures, as described above, for implementing this MOU that are not inconsistent with its terms. This does not preclude the local parties from addressing these matters without utilizing local partnerships.

## 2. District Specialists:

(a) District Specialist positions will continue to exist for those who wish to retain the designation and responsibilities of the position. Incumbents in such positions may convert to regular GS-13 field examiner and GS-14 field attorney positions as they become eligible for promotion off of the "rosters of eligibles" in accordance with the Agreement. At present and until July 1, 1995, vacancies in District Specialist positions will not be filled.

(b) Effective July 1, 1995, only regular GS-13 field examiners and GS-14 field attorneys rated "Fully Successful" or higher in all critical elements will be eligible for a District Specialist position<sup>7</sup>. Eligible GS-13 field examiners and GS-14 field attorneys may request and be reassigned to the position of District Specialist. Reassignment to the District Specialist position will no longer result in a promotion; however, District Specialists remain obligated to perform detail assignments of up to 13 weeks annually and such assignments may be made without recourse to the MOU. It is not envisioned that the number of District Specialist positions will be limited. Further, any District Specialist, whose name has been reached on the roster of eligibles for upgrade under the Agreement, may convert to a regular position at the same grade.

(c) The Agency will give first consideration to detailing District Specialists before other employees and, consistent with operating needs, District Specialists will be the first employees to be detailed.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
The General Counsel

\_\_\_\_\_  
(date)

\_\_\_\_\_  
National Labor Relations Board Union

<sup>7</sup> Incumbent District Specialists may retain their position and grade notwithstanding that they would otherwise be at a lower grade and thus ineligible for reassignment.

